

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
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In the Matter of)
)
Implementation of the Local)
Competition Provisions of the)
Telecommunications Act of 1996)

CC Docket 96-98

**Opposition and Comments of AT&T Corp. on
Petitions for Reconsideration of the Third Report and Order**

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AT&T Corp. ("AT&T") hereby submits its opposition and comments on the petitions for reconsideration of the Commission's Third Report and Order, FCC 99-238, released November 5, 1999 ("Order").

Introduction and Summary

In Part I.A below, AT&T demonstrates that Bell Atlantic's petition seeking broader flexibility to deny access to unbundled local circuit switching should be denied, because Bell Atlantic's arguments offer no new evidence and ignore or misinterpret many central aspects of the Commission's Order. In contrast, Part I.B shows that the CLEC petitions supporting a narrower exception to the ILECs' obligation to provide access to unbundled switching should be granted, particularly their request to limit the switching exception to DS-1 loops.

Part II below shows that MCI WorldCom's petitions for reconsideration and clarification support AT&T's similar petition seeking clarification that ILECs are required to provide access to DSL equipped loops to CLECs that provide voice services using the UNE platform. This is essential to promote competition for both voice and data

services through use of the most widespread means currently available to provide competition in the mass market.

Part III below addresses several issues relating to unbundled loops and NIDs. In this section, AT&T shows that all of the ILECs' attempts to narrow the obligations defined in the Order should be rejected. AT&T also supports CLEC petitions to assure that ILECs do not charge excessive rates for loop conditioning and that ILECs will make available the information CLECs need to determine whether collocating at remote terminating points is technically and economically feasible.

Part IV below addresses several other issues raised by CLECs that are important to assure that the rules relating to (1) subloop unbundling, (2) CLECs' ability to use unbundled network elements to provide all services they choose to offer, and (3) access to OS/DA databases will promote a full and open local market.

I. Local Circuit Switching

A. Bell Atlantic's Petition Regarding Unbundled Switching Should Be Denied

Bell Atlantic's petition seeks reconsideration of two aspects of the Commission's decision regarding unbundled local circuit switching. First, Bell Atlantic (pp. 3-6) seeks reconsideration of the requirement that an incumbent LEC ("ILEC") must provide cost-based access to "combinations of loop and transport elements, known as the enhanced extended link (EEL)," in order to qualify for the exemption from its obligation to provide local circuit switching as an unbundled network element in density zone 1 areas in the top 50 MSAs. Second, Bell Atlantic (pp. 6-11) argues that the Commission should not limit ILECs' ability to refuse to provide this critical UNE in that geographic area. Neither of

these requests is based on significant new evidence and both ignore many key aspects of the Commission's Order. Thus, they must be flatly rejected.

1. The EEL Requirement is Reasonable and Lawful

In its Order, the Commission required incumbent LECs to provide the EEL as a condition of withdrawing local circuit switching as a UNE, based on a review of the full array of facts competitive carriers presented on the record. (¶ 253) Thus, contrary to Bell Atlantic's initial assertion (p. 3), the Commission did *not* tie this requirement *solely* to CLECs' need for collocation. Rather, it expressly held that "*as a general matter, unbundled local switching meets the 'impair' standard*" because lack of access to that element "*materially raises entry costs, delays broad-based entry, and limits the scope and quality of new entrants' service offerings.*" (¶ 253, emphasis added) However, the Commission gave ILECs a choice - in defined and limited circumstances - to decline to provide the circuit switching UNE. Bell Atlantic seeks to have this exception swallow the rule and to avoid even the trade-off the Commission established to enable the ILECs to avoid their statutory duty in such cases. This should not be permitted.

The Commission (¶ 255) specifically concluded that, although there is beginning to be some competition "for large business customers or other users with substantial telecommunications needs . . . [i]n general . . . requesting carriers are impaired in their ability to provide service in most markets, *primarily because of the costs of self-provisioning switching in those markets.*" (Emphasis added) The Commission did not limit its review of costs to CLECs' collocation costs. Rather, in addition to collocation costs (¶¶ 262-264), it specifically reviewed CLECs' fixed costs and the comparative scale economies between CLECs and ILECs (¶¶ 259-261) and the cost of coordinated loop

cutovers (¶ 265-266). The Commission also reviewed factors relating to the “ubiquity and timeliness” of implementing CLEC switches, including the time to “purchase, install and turn up a switch and obtain collocation, as well as the amount of time needed for incumbent LECs to complete coordinated cutovers.” (¶¶ 267-271)

Moreover, the Commission held that the impairment standard of Section 251(d)(2)(B) required it to consider more than just a CLEC’s ability to serve “the high-volume business market” and that it must also consider “whether the requesting carrier is impaired in its ability to provide the ‘services that it seeks to offer,’ including services to residential and small business markets.” (¶ 255) Further, the Commission found (*id.*) that there was evidence that CLECs “will seek to offer residential service to the mass market where unbundled switching is available.” Accordingly, it held that it was necessary to take residential use of unbundled switching into account as well.

The Commission also flatly rejected ILEC claims that the presence of a single competitive switch and collocation in a given market is dispositive of whether requesting carriers *generally* will be impaired without access to unbundled switching. Thus it squarely held (¶ 256) that its decision regarding unbundled switching “cannot turn on whether a single carrier has self-provisioned switching, [because this fact] does not conclusively demonstrate that a variety of carriers can self-provision switches without significant costs or other impediments.” Finally, the Commission held (¶ 272) that its “decision to unbundle local circuit switching is consistent with the 1996 Act’s goal of rapid introduction of competition and the promotion of facilities-based entry.” Bell Atlantic’s petition provides no basis for reconsideration of these findings, and should therefore be denied.

There is also no merit to Bell Atlantic's claim (p. 5) that the Commission may not limit the exception it has created to the ILECs' obligation to provide unbundled switching if an ILEC makes EELs available. As shown above, the Commission's detailed review of the evidence led it to the general conclusion that local circuit switching meets the "impair" test of Section 251(d)(2)(B). Thus, ILECs are legally obligated to make local circuit switching available as a UNE. The EEL exception, in contrast, is a carefully crafted loophole that is offered to ILECs as an option, based on the Commission's finding that the impairment standard would not be satisfied in specific circumstances. Thus, even if it were true that the Commission cannot require ILECs to make such combinations of UNEs available - a clearly false premise¹ - the decision to make the EEL available is a choice that an ILEC is free to accept or reject. If the ILEC rejects, however, it is bound by the Commission's general rule, which is fully grounded in the record evidence.

2. The Geographic Limitation on the EEL Exception Should Not Be Expanded

Bell Atlantic (pp. 6-7) also asks the Commission to "adjust" the geographic limitation on the EEL exception to eliminate the density zone 1 qualification in the top 50 MSAs and to "eliminate the switch unbundling obligation in other alternative situations

¹ AT&T has demonstrated in numerous pleadings that the Commission has the authority to require ILECs to provide CLECs with combinations of unbundled network elements that the ILECs ordinarily combine within their own networks. The EEL combination falls squarely in that category, whether or not the particular combination of UNEs used to serve a specific customer has already been combined at the time the EEL is requested. *See, e.g.,* AT&T Comments on Second Further Notice of Proposed Rulemaking, CC Docket No. 96-98, dated May 26, 1999, pp. 136-145. Accordingly AT&T supports CLEC requests to clarify and reconfirm that Rule 315(b) applies to combinations of unbundled elements an ILEC ordinarily provides in its network. *See* MCI WorldCom Clarification Pet., pp. 6-9; Sprint, pp. 14-16; CompTel, pp. 11-13; Intermedia, pp. 13-15.

where alternative switching is available.” Bell Atlantic (p. 7) argues that this is necessary because these restrictions do “not square with the Commission's own conclusions from its impairment analysis . . . because [they] arbitrarily exclude significant areas of the country where competitors are providing service using their own local switches.” This is nonsense.

These claims are simply repetitive of Bell Atlantic’s overall position that the “impairment” standard should consider only whether a single carrier has implemented a switch in any specific area. As shown above, the Commission rejected this view and properly considered other factors in its analysis. Moreover, the Commission explained (¶ 276) that in creating the exception it was adopting “an administratively simple rule . . . that serves as a proxy for when competitors are impaired in their ability to provide the services they seek to offer.” Thus, the Commission’s decision in fact reflects a finding regarding the areas in which the relevant factors indicate that CLECs will or will not be impaired without access to unbundled switching. Moreover, the Commission’s decision reflects the need for a clear and administrable rule that is not subject to manipulation. Bell Atlantic’s arguments again ignore the Commission’s explicit findings in this regard and provide no basis for reconsideration.

B. The CLECs’ Petitions Demonstrate that the Four-Line Switching Exception Is Too Broad

The Order (¶ 294) limited the switching exception to customers with four or more lines in density zone 1 of the top 50 MSAs. Contrary to Bell Atlantic’s claim (p. 11) that the four-line exception is too narrow, several CLECs join AT&T (pp. 13-17) in demonstrating that the exception is in fact too broad.

AT&T (id.) showed that, based on application of even the most advanced technology, the exception should apply at most to customers with at least 8 lines. AT&T fully supports, however, the position of Birch (pp. 3-8), CompTel (pp. 2-5) and MCI WorldCom (Recon Petition, pp. 22-23) that a DS-1 facility exception would be more reasonable, administrable and technically supportable than the current rule. (See AT&T n.19)

As Birch (pp. 4-5) states, it is often not economically efficient for a CLEC to serve multi-line residential and small business customers using the CLEC's switch and ILEC loops, because of the costs of collocation and loop cutovers. Moreover, Birch correctly notes (pp. 6-7) that the four-line limit will discourage entry by non-facilities based CLECs in areas where the limitation can be imposed, and that the Commission's decision to set the cutoff for switching availability at three lines has no empirical support in the record.

CompTel (pp. 3-4) also explains that the Order's analysis "bears no rational relationship to the impairment analysis . . . and is not supported by the record." Specifically, CompTel shows that a definition of the "medium and large business market" that begins at four line customers is not appropriate because "it ignores the realities of serving today's *small* business market. Rather, a DS-1 interface makes more sense if the Commission wants to ensure that *small* businesses, people who work at home, residential users with multiple lines, etc. have a choice of providers. This is the real mass market . . ." (emphasis in original) Moreover, CompTel correctly states that the technical aspects of provisioning DS-1-based services are significantly different from provisioning multiple unbundled loops, and such technical differences provide a much more rational

and administrable demarcation point for determining whether CLECs would be impaired by the lack of access to unbundled local switching. (*Id.*, pp. 4-5)² Therefore, the Commission should modify its exception and use the DS-1 loop as the basis for the exception to the unbundled local switching requirement. Alternatively, the Commission could adopt the 8-line exception described in AT&T's comments.³

II. DSL Equipped Loops

MCI WorldCom's petitions for reconsideration and clarification demonstrate that the Commission should grant AT&T's similar petition requesting expedited clarification that ILECs are required to provide DSL equipped loops in cases where a CLEC is providing voice services using the combination of network elements known as the UNE platform (UNE-P). As MCI WorldCom points out, for the mass market, "the most useful type of UNE combination will be a UNE-platform arrangement that minimizes up front non-recurring activities and charges."⁴ Thus, by denying UNE-P-based CLECs access to equipped loops, the Order imposes on them the costs and delays of massive network

² *See also* MCI WorldCom Recon Pet., p. 22 (DS-1 provides "an administratively much more stable exception boundary").

³ AT&T also agrees with CompTel (pp. 17-18) that there is no circumstance in which routing tables could reasonably be considered proprietary. Only one BOC (Ameritech) even raised this claim, and it has since been acquired by SBC, which did not make any such assertion. And in all events, CompTel correctly states that elements should not be considered "proprietary" under section 251(d)(2)(A) unless the proprietary aspects of the element form the basis for its essential character. Clearly, the basic functionality of a routing table is not proprietary, but rather to establish efficient routing patterns for traffic emanating from a switch. Thus, routing tables cannot be considered proprietary.

⁴ MCI WorldCom Recon. Pet., p. 4.

deployment.⁵ In addition, it would impose further strain on scarce collocation resources. The Commission has already determined each of these factors impairs competitors' ability to provide service.⁶

ILECs have not hesitated to make CLECs' deployment of DSL capabilities more costly – and in fact, impossible for CLECs using UNE-P – while aggressively deploying their own voice and data services over a single loop. As MCI notes, “ILECs will leverage – and already are leveraging” their power over advanced services to impede competitive provision of voice services “by refusing to sell advanced services to customers who purchase voice services from CLECs using [the] UNE-platform.”⁷ Moreover, although virtually identical support processes are required for ILECs to provide their own combined voice/DSL offerings (or ILEC voice/CLEC DSL services) over a single loop, ILECs have refused to provide the nondiscriminatory processes necessary to support CLEC efforts to provide voice and DSL services using the UNE platform.

MCI WorldCom's petitions thus support AT&T's petition for an expedited ruling that ILECs must provide DSL equipped loops where a CLEC is providing voice services using the UNE platform. Moreover, although ILECs already are subject to a strict

⁵ Such costs and delays will only increase in the wake of the D C Circuit's recent decision remanding certain portions of the Commission's Collocation Order. *GTE Service Corp. v. FCC*, No. 99-1176 (D C Cir., Mar. 17, 2000). Given past experience, ILECs will undoubtedly use the temporary uncertainty created by this decision to stall or even block CLEC efforts to collocate equipment necessary for interconnection or access to UNEs, especially those needed to provide competitive advanced services.

⁶ *Id.* at 4-5.

⁷ MCI WorldCom Clarification Pet., p. 3.

nondiscrimination obligation under the Act, their actions warrant the prompt clarification requested by MCI WorldCom – that CLECs must be provided “exactly the same access to the functionalities of the loop (as an unbundled loop or as part of the UNE-platform) and the ILEC must perform all the related cross-connection and other activities for the CLEC” that it performs for itself or its separate subsidiary.⁸ Thus, ILECs should be required to provide equipped loops in the situations as identified by AT&T and they should also be required to institute supporting operational procedures – including deployment of the voice/data splitter at the request of the CLEC – so that a CLEC employing UNE-P may add DSL functionality to the loop, either through its own asset deployment or through arrangements to use the assets of another carrier.

III. Loops and NIDs

A. The Commission Should Not Reconsider Its Decision that the Loop Includes All ILEC-Controlled “Inside” Wire

BellSouth urges the Commission to reconsider its use of the term “inside wire” in defining incumbents’ loop unbundling obligations to refer to all wire controlled by the incumbent LEC, whether physically inside or outside of the building. BellSouth asserts that this term can only refer to “wire located . . . *inside* a customer’s premises,” and that confusion will ensue unless the Commission clarifies that “inside wire” excludes wire “beyond the customer’s house or building but still on the customer’s property.”

BellSouth, p. 2 (emphasis added). It is unclear whether BellSouth urges a change in substance or only form, but reconsideration is unwarranted in either event.

⁸ *Id.* p. 11.

If, by quibbling over the definition of “inside wire,” BellSouth means to suggest that a loop should not include all wire that it controls, its claim is ironic indeed, because BellSouth has previously stated that it does not oppose “access to embedded incumbent LEC wiring . . . through unbundled subloops.”⁹ In any event, the Commission’s decision on this issue was plainly correct and supported by the record. The distribution facilities controlled by the incumbent – and hence the “loop” that must be unbundled under § 251(c)(3) – vary from location to location and “may terminate at the NID, before the NID, or beyond the NID.” Order ¶ 233 n. 457. Accordingly, the Commission eschewed any artificial limitation on loop facilities limited to “inside” or “outside” wire and instead “[d]efin[ed] the loop to terminate at the same point as the incumbent LEC’s control over facilities that it owns.” *Id.* ¶ 171. BellSouth neither has nor could offer any justification for altering the scope of the substantive loop unbundling obligation, which the Commission properly found necessary to “ensure that the competitor will be able to gain access to the entire loop, including inside wire.” *Id.*

If BellSouth’s concern is merely with the label the Commission employed in this proceeding, its petition for reconsideration parrots semantic considerations specifically considered and rejected by the Commission. BellSouth complains that it is imprecise to include wire that is “beyond the customer’s house or building” in inside wire.¹⁰ But

⁹ BellSouth Comments, Promotion of Competitive Networks in Local Telecommunications Markets, WT Docket No. 99-217 (“*Access to Competitive Networks*”), filed August 27, 1999, p. 21 Comments at 21.

¹⁰ If BellSouth’s petition addresses the Commission’s determination of the “demarcation point” in multiple tenant facilities, *see* BellSouth, p. 2, BellSouth should make its arguments in the *Access to Competitive Networks* proceeding, in which the Commission is currently addressing that very issue.

BellSouth's preferred alternative, "the existing definition of 'intrabuilding network cable,'" BellSouth, pp. 2, 3, is no more precise. As the Commission explained: "the term 'intra-building wire' may suggest limitations that do not apply in some situations, because 'inside' wire is often out-of-doors, as is the case at garden apartments and campuses, among other places." Order ¶ 170.

The larger point of course is that nothing of substance turns on the semantic dispute BellSouth raises. The Order explicitly states that "although we refer to 'inside wire' and 'customer premises,' for the sake of convenience, we acknowledge that the wire may be out-of-doors, and the 'customer' may be a subscriber, a condominium, a university, and so on." *Id.* In this regard, BellSouth's speculation that confusion and disputes are likely absent clarification cannot be credited in light of the *Order's* careful delineation of the unbundling obligation. The Commission explicitly ruled that the scope of an incumbent LEC's unbundling obligation extends only to "that point on the loop where the telephone company's control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins." Order ¶ 169.

B. The Network Interface Device Unbundling Requirement Is Consistent with Prior Orders and Amply Supported by the Record

Bell Atlantic contends that the Commission has departed, without justification, from its ruling in the *First Local Competition Order* that "competing carriers [can] access an incumbent's NID only through an adjoining NID deployed by the competing carrier." Bell Atlantic, p. 11. Bell Atlantic's argument rests on a false premise. The Commission did not hold in the *First Local Competition Order* (or, for that matter, anywhere else) that incumbent LECs need not permit a new entrant to connect its loops directly to the

incumbents' NIDs as opposed to through adjoining NIDs deployed by the new entrant. Instead, the Commission merely found in 1996 that "the record *in this proceeding* does not permit a determination of the technical feasibility of the direct connection of a competitor's loops to the incumbent LEC's NID." *First Local Competition Order* ¶ 396 (emphasis added). The Commission specifically left it open for state commissions, on a more complete record as to technical feasibility, to give new entrants that right. *See id.* ("States should determine whether direct connection to the NID can be achieved in a technically feasible manner"). Because there is no inconsistency between what the Commission ruled in 1996 on the record before it then and what it ruled in the *Order* on a more complete record, there plainly can be no claim of "unexplained departure."

Nor can there be any claim that the challenged ruling is unsupported. "The record indicates that requiring a requesting carrier to self-provision NIDs for all customers it seeks to serve would materially raise the cost of entry, delay broad facilities-based market entry, and materially limit the scope and quality of the competitor's service offerings." *Order* ¶ 232 (citing evidence); *see also id.* ¶ 238 (noting that "requiring competitors to install numerous, redundant NIDs at the interface to customer premises wiring would constitute a substantial economic and practical barrier to market entry, and a needless waste of carrier resources"). And neither Ameritech, the original proponent of the "technical feasibility" objection to direct NID access, nor Bell Atlantic even questioned the feasibility of direct access in this remand proceeding. Thus, there has been no "change [by the Commission] from its prior decision," much less one "with no explanation or basis in the record." Bell Atlantic, p. 13 Whereas the Commission lacked a sufficient evidentiary basis for a finding regarding the technical feasibility of direct

connection in 1996, the record in this remand proceeding provide the requisite evidentiary basis for that conclusion now.

C. The Requirement to Permit Interconnection at a Single, Technically Feasible Point Does Not Conflict with *Iowa Utilities Board*

Both Bell Atlantic and BellSouth seek reconsideration or clarification on the Commission's single point of interconnection requirement. Bell Atlantic makes the sweeping – and plainly erroneous – argument that the single point of interconnection requirement is “a requirement that incumbent carriers construct subloop network elements,” in violation of the Eighth Circuit's ruling that incumbent LECs cannot be required to provide “superior quality” interconnection. Bell Atlantic, p. 14 (*citing Iowa Utils. Bd. v. FCC*, 120 F.3d 753, 813 (8th Cir. 1997), *aff'd in part, rev'd in part sub nom. AT&T Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721 (1999)). The Eighth Circuit's decision on this issue (which was not challenged at the Supreme Court), in fact, forecloses Bell Atlantic's argument.

The § 251(c)(2) “duty” to provide interconnection “at any feasible point” is unconditional, and the single point of interconnection required by the Order is, by the Commission's definition, a technically feasible point of interconnection. The Eighth Circuit expressly held that incumbent LECs *must* modify their networks as may be required in order to provide the interconnection and unbundled access mandated by the 1996 Act.¹¹ Thus, if Bell Atlantic must modify its network to accommodate technically feasible single point interconnection, it has a statutory duty to do so.¹²

¹¹ The court of appeals specifically “endorsed the Commission's statement that ‘the obligations imposed by sections 251(c)(2) and section 251(c)(3) include modifications to incumbent LEC facilities to the extent necessary to accommodate

(footnote continued on next page)

For its part, BellSouth seeks clarification that an incumbent LEC is not required to construct a single point of interconnection in a subdivision or campus environment in which the incumbent has no facilities because all premises were wired by another carrier. BellSouth, p. 5. In this rather unusual circumstance, AT&T agrees that an incumbent should have no obligation to construct a single point of interconnection. No revision of the Commission's rules is, however, necessary to effect the clarification BellSouth seeks. Although the Commission stated that an incumbent's duty to construct a single point of interconnection applies "whether or not it controls the wiring on the customer premises" (Order ¶ 226 n.442), the Commission did *not* say that it was irrelevant whether or not the incumbent owned facilities *connected to* that customer premises wiring. Reading the footnote in context reveals that the Commission merely meant that ownership and control over facilities other than premises wiring can give rise to the duty to construct a single point of interconnection, even where the wires themselves are not owned or controlled by the incumbent. No clarification is necessary to reinforce this obvious point.

(footnote continued from previous page)

interconnection or access to network elements." *Id.* at 813 n.33 (*quoting First Local Competition Order* ¶ 198).

¹² Bell Atlantic also asserts, without explanation, that "a requirement to build a single point of interconnection is a requirement to build additional space" in conflict with the Commission's statement that its "rules do not require incumbents to build additional space." *Id.* at 14. There is no inconsistency. The portion of the *Order* quoted by Bell Atlantic – which addresses collocation *only* -- holds that an incumbent LEC has no duty to "build additional space" to "house additional equipment of competitors." *Id.* ¶ 221. This does not relieve incumbents of their statutory duty, recognized by the Eighth Circuit, to take whatever steps are necessary to accommodate technically feasible requests for unbundling and interconnection.

D. ILEC Charges for Conditioning Loops May Not Exceed Properly Assigned TELRIC Costs for Such Work

A number of commenters raise issues regarding the price that ILECs may charge for conditioning local loops to provide advanced data services.¹³ AT&T agrees that ILECs should not be permitted to charge CLECs for unnecessary work in connection with the provision of loops for such services and that the total charges for necessary loop conditioning services may not exceed the properly assigned TELRIC costs for such work. In particular, AT&T agrees with MCI WorldCom (Recon. Pet., p. 15-18), Rhythms and COVAD (pp. 5-6) and Mpower (p. 5) that there should be no conditioning charges on loops of less than 18,000 feet, because copper loops of such length that are engineered to TELRIC specifications should not require extra conditioning to support DSL services. Thus, the imposition of any extra conditioning charge on such loops would result in the CLEC's paying twice for the same service.

E. Access to Information Regarding ILEC Remote Terminating Points

AT&T also supports MCI WorldCom's request (Recon. Pet. pp. 23-24) for assurance that CLECs can obtain timely access to information regarding remote terminating points, so that subloop unbundling can be made operational. In this regard, AT&T believes that ILECs should be required to provide timely access to all types of information CLECs may need to determine whether collocation at remote terminating points is technically or economically feasible. Thus, ILECs should not only be required to provide the information on the location, capacity, capability and space availability of

¹³ *E.g.*, MCI WorldCom Clarification Pet., pp. 13-16; MCI WorldCom Recon. Pet., pp. 15-17; Sprint, pp. 3-7; McLeodUSA, pp. 1-12; Mpower, pp. 4-7.

remote facilities identified by MCI WorldCom but also on other matters that are reasonably related to a CLEC's decision on whether to request subloop unbundling.¹⁴

IV. Other Issues

MCI WorldCom (Clarification Petition, pp. 20-21) seeks clarification that ILEC challenges of rebuttable presumptions in the Commission's rules regarding technical feasibility of subloop unbundling may be resolved in any state proceeding pursuant to the Act, not only in Section 252 arbitrations. AT&T agrees that this clarification is both appropriate and desirable, because there are many other contexts in which states may proceed under the Act, including collaborative proceedings. Any other interpretation would lead to inefficiencies and the potential for unwarranted gamesmanship.

AT&T also agrees with MCI WorldCom (*Id.*, pp. 21-23) that the Commission should clarify that CLECs may commingle local, interstate and access traffic on unbundled network elements. This is required not only to enable CLECs to approach the efficiencies of scale and scope enjoyed by the ILECs, but also because Section 251(c)(3) forbids use restrictions of any kind. *See* AT&T's Comments on the Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, filed January 19, 2000, pp. 3-8. AT&T further supports MCI WorldCom's request for clarification (pp. 23-25) that ILECs may not impose unreasonable restrictions on CLECs' efforts to obtain access to combinations of UNEs. All such practices violate Sections 251(c)(3), 201(b) and 202(a) of the Act and must be halted.

¹⁴ AT&T also agrees with MGC (p. 5) that it is critical that ILECs be prohibited from reserving substantial amounts of dark fiber for significant periods.

Finally, the Commission should make clear that ILECs must provide unbundled access to OS/DA databases. *See* MCI WorldCom Recon. Pet., pp. 18-19. These databases are critical to CLECs' ability to access the information they need to provide their own operator and directory assistance services at a cost and quality similar to the ILECs' services. Without such access, CLECs would be unable to provide their own competitive services, which in turn would invalidate the premise that CLECs would not be impaired if OS/DA services (as opposed to data) were not required to be unbundled.¹⁵

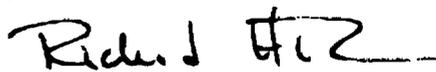
¹⁵ In this regard, the Commission should reject Sprint's suggestion (p. 16) that the CNAM database need not be unbundled. The CNAM database is one of the call-related databases that the Commission specifically required ILECs to unbundle in the Order (¶ 406). Sprint offers no reasonable rationale for the Commission to remove it from the list of requirements at this time.

CONCLUSION

For the reasons set forth above and in AT&T's Petition, the Commission should modify the rule regarding the ILECs' ability to deny access to unbundled local circuit switching and require ILECs to provide equipped loops to carriers that use the UNE Platform for voice services on an expedited basis and resolve all other issues in the manner recommended by AT&T.

Respectfully submitted,

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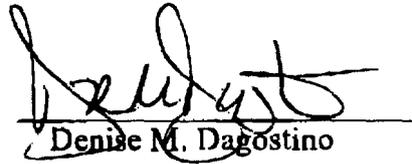
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Dated: March 22, 2000

CERTIFICATE OF SERVICE

I, Denise M. Dagostino, do hereby certify that on this 22nd day of March, 2000, a copy of the foregoing "Opposition and Comments of AT&T Corp. on Petitions for Reconsideration of the Third Report and Order" was served by U.S. first-class mail, postage prepaid, on the parties listed on the attached service list.


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March 22, 2000

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